# **CATSCash Terms & Conditions**

Please read and acknowledge this Agreement before using your CATSCash account. It contains the terms and conditions of the CATSCash account linked to Your SAINTSCard. By adding value, registering for online account access and/or using Your CATSCash account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the CATSCash account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from St. Catherine's School (students), terminates employment (faculty/staff/employees) or the participant's SAINTSCard expires (other individuals).

#### 1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean St. Catherine's School.
- Cardholder means an individual in whose name and for whose benefit a SAINTSCard is to be issued or has been issued by St. Catherine's School.
- d. Contributor means an individual other than the Cardholder who loads value to a CATSCash account for a Cardholder.
- Authorized Guest User means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- f. School means St. Catherine's School.
- g. Service Provider means a third party contracted by St. Catherine's School that provides certain support and marketing services for Your SAINTSCard and CATSCash account.
- h. SAINTSCard means the Official St. Catherine's School ID Card issued by St. Catherine's School to Cardholder.
- CATSCash account means an account with pre-paid value that can be accessed using Your SAINTSCard. A SAINTSCard may have one or more accounts.
- Card Program Website means the Website containing information about the SAINTSCard Program.
- k. Web Account Care Center means the area of the SAINTSCard Program Website where Cardholders may login and manage their individual SAINTSCard and CATSCash account.
- Card Payment Service means a service whereby a Cardholder can access value associated with one or more CATSCash accounts linked to his/her SAINTSCard.
- m. Registration means the electronic process used by Cardholder to set-up online CATSCash account access at the SAINTSCard Program Website.
- Accepting Location means a point-of-sale location that is authorized to accept the CATSCash account for the purchase of goods and services.
- Web User Account means the account that enables You to access and manage Your CATSCash account via the Web Account Care Center

#### 2 SAINTSCard Description

Your SAINTSCard is a multiple function card that can be used for the following applications:

- a. Official St. Catherine's School Identification
- b. Access device for one or more pre-paid CATSCash accounts.

#### 3 Eligibility

- a. You are an authorized member of St. Catherine's School.
- You have the following data on record with St. Catherine's School: First Name, Last Name, Date of Birth.
- You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its terms and conditions.

If You do not agree with all of these statements, You cannot activate and/or use the CATSCash Account feature of Your SAINTSCard.

#### 4 Contact Information

If You have questions regarding Your SAINTSCard or CATSCash account You may call 804-665-2347, or email fullerl@st.catherines.org. You may also review SAINTSCard program information by visiting the Parent Portal at www.st.catherines.org.

#### 5 Card Accounts

Your SAINTSCard can be linked with and used to access value in Pre-Paid Accounts. There is no credit card, credit account or deposit account associated with the SAINTSCard. CATSCash account funds are aggregated in a bank account maintained by the School. Cardholder and Card information are kept on computer systems maintained by the School. Cardholder, Card and Account information are kept on computer systems maintained by the Service Providers contracted by the School. You agree and give the School permission to share your personal information with such Service Providers to enable them to perform data processing required to provide these and other Card related services.

St. Catherine's School is not acting as a trustee, fiduciary or escrow with respect to value in CATSCash accounts, but is acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any value loaded in Accounts. Value associated with individual Cardholder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

## 6 Registration

You can register for online account access to Your CATSCash account at the Web Account Care Center. In order to register Your CATSCash account You must validate personal information, provide information from Your SAINTSCard, agree to these CATSCash account Terms & Conditions, and create a Web User Account including a login and password.

You agree to provide true, accurate and complete registration information and to maintain and promptly update Your information as applicable. You agree not to impersonate any other person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, St. Catherine's School has the right to terminate Your use of the Service and St. Catherine's School, its agents, suppliers, and subcontractors have the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### 7 Password & Security

You should not reveal Your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your CATSCash account secure. You will be responsible and liable for all instructions received at the SAINTSCard Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. St. Catherine's School is not responsible for losses incurred by Cardholders as the result of their misuse of passwords.

#### 8 Unauthorized Use

If You use, or attempt to use Your SAINTSCard or the Card Payment Service for purposes other than permitted uses (i.e. making payments, managing Your accounts), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your CATSCash account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

#### 9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your CATSCash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from St. Catherine's School in electronic form. Electronic

Communications may be posted on the pages within the SAINTSCard Program Website and/or delivered to Your e-mail address. You may print a copy of any Communications and retain it for Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. St. Catherine's School reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until You revoke Your consent by notifying St. Catherine's School in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, St. Catherine's School will terminate Your right to use the CATSCash account.

You agree to inspect Your electronic statements and to notify us of any erroneous, improper or unauthorized transactions. If Your electronic statement indicates transactions that You did not make, you agree to notify us immediately using the information in the Contact section of this agreement.

## 10 Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional personal email address. You have the sole responsibility for providing St. Catherine's School with a correct and operational email address. St. Catherine's School will not be liable for any undelivered email communications or any costs You incur for maintaining Internet access and an email account. You must promptly notify St. Catherine's School of any change in Your email.

If your mail or postal address changes, you must access the Web Account Care Center immediately and change your address.

## 11 Using the CATSCash Account

You may use the SAINTSCard for the following purposes:

- Pay for goods and services at accepting locations on and around campus.
- b. Obtain balances and review transaction activity online.
- Add value to your CATSCash account using a check, credit card or debit card.

## 11.1 CATSCash Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$1.00
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

#### 12 Adding Value to CATSCash Accounts

You, Contributors and Authorized Guest Users may add value to select SAINTSCard Accounts at the Web Account Care Center or by mail subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to SAINTSCard Accounts, in Our sole discretion. If any transfer of value to a CATSCash account becomes subject to any stop payment order or chargeback after value has been credited to the CATSCash account, We will be entitled to recover the full amount of the stopped or charged-back payment plus any applicable fees by deducting an equivalent amount from the CATSCash account

#### 12.1 Value Availability

Credit Card, Debit Card, Check and Cash Payments will be made available to the Cardholder on the same business day as the payment is received.

## 12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your CATSCash account via the SAINTSCard Program Website without logging-in to Your

account by entering unique personal information, then following prompts on the web site. You acknowledge and agree that Contributors may add value in this manner.

#### 12.3 Saved Payment Methods

You and Authorized Guest Users may save payment methods on file for convenient future use. If a saved Payment Method is determined to be invalid for any reason We will notify You and ask that You update the payment method information. We reserve the right to remove invalid or expired cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Web Account Care Center.

#### 12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your CATSCash account on a recurring basis using a payment method saved on file. You or Authorized Guest Users may edit or delete these instructions at any time at the Web Account Care Center.

## 13 Making Purchases with CATSCash

You must have sufficient value available in Your CATSCash account to pay for each transaction. Each time You use Your CATSCash account, the amount of the transaction will be debited from the Account. You may not spend more value than You have on any given Account. Should your purchase amount exceed the remaining balance in your CATSCash account, you are responsible for providing a secondary form of payment to complete the transaction.

## 14 CATSCash Receipts

You agree to sign a receipt for any transaction made with Your CATSCash account where requested by the accepting location. You may not receive a receipt at dining halls and certain self-service locations.

# 15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible CATSCash account, the transaction will be declined. For self-service transactions, your account must have a balance at least as high as the highest priced item available for sale at the self-service location. Your account will be charged only the amount of the purchase actually selected; however your transaction history may temporarily show the transaction at the higher amount. If, for any reason, a transaction is processed for more than the value in the CATSCash account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to (i) automatically debit such overdrafts from any available value present now or in the future on this CATSCash account or any other SAINTSCard Accounts or Payment Methods You have on file at St. Catherine's School, (ii) suspend Your CATSCash account until payment on negative account is made in whole. All financial obligations for tuition, room, board, fees and other costs and charges of a student to all departments or enterprises of the School must be satisfied in full before the student will be permitted to receive transcripts, receive a diploma, or register for or enter classes in any succeeding term.

#### 16 Loyalty and Discount Programs

From time to time, We may, at Our sole discretion, offer loyalty and discount programs that allow You to accumulate and receive benefits, awards and discounts from accepting locations. You agree that Your CATSCash account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

## 17 Lost or Stolen SAINTSCards

You agree to notify us immediately if (i) Your SAINTSCard has been lost or stolen or (ii) You believe someone has made a purchase using Your CATSCash account without Your permission. You may be responsible for the unauthorized use of the CATSCash account if You fail to notify Us that the SAINTSCard has been lost or stolen. You can suspend Your CATSCash account at the Web Account Care Center or by calling us at 804-665-2347 or by contacting the St. Catherine's School Business Department. When Your SAINTSCard has been reported lost or stolen, We will suspend the CATSCash account to prevent unauthorized use. You may also request a replacement card. There is a replacement card fee of \$10.

#### 17.1 Re-Activating CATSCash Account

If You find Your SAINTSCard after it has been reported lost, You may reactivate the CATSCash account if (i) the re-activate request is received within two days of the card being suspended and (ii) a new card has not been issued. You can re-activate Your CATSCash account at the Web Account Care Center. Once a replacement card is issued, no prior card may be re-activated.

## 18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the CATSCash account with the merchant or location that accepted the SAINTSCard. If You are entitled to a refund for any reason for goods or services obtained with the CATSCash account, You agree to accept credits to the CATSCash account in place of cash.

#### 19 Error Resolution

If You think Your statement or receipt is wrong or if You need more information about a transaction listed on Your statement or receipt, please contact us as soon as possible using the information in the Contact section of this agreement.

We must hear from You no later than 60 days after We made available the first electronic statement on which the problem or error appeared. When calling or notifying us You must:

- a. Include the account holder name and account number.
- Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

If You make an oral request, We may require You to send the question in writing within  $10\ \mathrm{business}\ \mathrm{days}.$ 

We will make best efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. However, We may take up to 45 days to investigate the discrepancy. If We take more than 10 days to investigate a problem, We will re-credit the account holder's account within 10 business days for the amount of the discrepancy. If the account holder is asked to put the discrepancy in writing and We do not receive it within 10 business days, We may not re-credit the account.

If We decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

#### 20 Account Refunds

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request. Refund requests must be submitted in writing to:

St. Catherine's School Business Office 6001 Grove Avenue Richmond, VA 23226

- a. You may request a refund of your CATSCash account balance when you graduate, withdraw or leave St. Catherine's School. If the student requesting a refund has an outstanding balance in the student account representing tuition, fees and other ancillary charges, the refund will be credited to the outstanding balance.
- b. For graduating students and students not returning for the subsequent academic year, the School will review the student's CATSCash account and credit any residual funds to the student's account representing tuition, fees and other ancillary charges. If this results in a credit balance in the student account, a refund will be forwarded to the family. If the family has (an)other child(ren) attending in the subsequent academic year, the credit may be transferred to the child(ren).

#### 21 Inactivity

If You do not use or re-load a CATSCash account for twelve (12) consecutive calendar months, the Account will be considered inactive and You may be

charged a monthly Inactivity Fee. If a CATSCash account is inactive and has zero value it will be closed.

## 22 Unclaimed Property

If You do not use Your CATSCash account for a period of one (1) year, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be subject to applicable state laws regarding escheat of unclaimed property. You may also be charged an Account Closing Fee.

#### 23 Service Fees

We will charge You the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the CATSCash balance at the time the fee or charge is incurred.

Card Replacement \$10.00/Card Inactive Account Fee \$5.00/month

Fees are subject to change at our sole discretion.

## 24 Cancellation; Suspension of Use

St. Catherine's School and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the SAINTSCard and/or CATSCash account. St. Catherine's School may refuse to issue a SAINTSCard card or may revoke SAINTSCard privileges with or without cause or notice. The SAINTSCard card at all times remains the property of St. Catherine's School and may be repossessed by St. Catherine's School at any time. If You would like to cancel use of the CATSCash accounts, You may do so by contacting St. Catherine's School in writing at St. Catherine's School Business Office, 6001 Grove Avenue, Richmond, VA 23226. Upon cancellation of SAINTSCard privileges, the SAINTSCard card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid SAINTSCard card and You agree to surrender the SAINTSCard card to us upon request.

## 25 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your CATSCash account within a reasonable period of time or in the correct amount according to our agreement with you, we will be liable, to the extent permitted by state law, for your losses or damages. However, there are some exceptions. We will not be liable, for instances including, but not limited to, the following:

- a. If, through no fault of ours, You do not have enough money in Your account to make the transfer.
- b. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If, through no fault of ours, there is a delay in transferring data between computer systems.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If an accepting location refuses to honor the SAINTSCard.

# 26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your CATSCash account or the transactions You make only:

- a. where it is necessary for completing transactions
- b. in order to comply with government agency or court orders
- c. if You give us Your written permission
- to carefully selected service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services
- e. in order to prevent or investigate possible illegal activity
- f. in order to issue payment authorizations for transactions on the CATSCash account; or
- g. where otherwise provided by law or Our privacy policy.